



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

INVITATION TO BID #3604-13 TRAFFIC COUNT DATA COLLECTION

April 15, 2013

The County of San Luis Obispo is currently soliciting bids for Traffic Count Data Collection, as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of San Luis Obispo reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form. They must be received at the office of the General Services Agency no later than 3:00 p.m., May 7, 2013.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening.

All questions pertaining to the content of this Invitation to Bid must be made in writing via e-mail to Ryan Chapman at: rchapman@co.slo.ca.us. All questions will receive a response within three (3) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at: [http://www.slocounty.ca.gov/GSA/Purchasing/Current Formal Bids and Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current%20Formal%20Bids%20and%20Proposals.htm). The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

DEBBIE BELT
Buyer – GSA - Purchasing
dbelt@co.slo.ca.us

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.
3. All prices must be firm for forty-five (45) days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. If you offer any prompt payment discounts, please indicate this on your bid.
5. Awards will be made to realize the greatest savings to the County.
6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per vendor.
12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence. Any bids received after closing time stipulated will be returned unopened.
14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.

15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.
16. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the Buyer, who will have the sole right to make the determination. If an alternate is submitted without going through the above described process, the County will have the sole right to decide whether or not an alternate is acceptable.
17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
18. TERM OF AGREEMENT: This contract shall be for a term of one (1) year, with an option for San Luis Obispo County to extend annually for up to three (3) additional years, with all terms and conditions remaining the same. The annual renewal shall be by mutual consent, in writing.
19. PRICING: Prices offered shall be firm for the duration of this agreement. A price increase may be allowed for each renewal period as a result of:
 - i. Manufacturer or supplier price increases in the consumable products, (such as fuel, oil, tools, etc.)
 - ii. Government or regulatory agency increases in the trade. National average Consumer Price Index, (CPI-U), increase as published by the United States Department of Labor.

Any request for a price increase must be substantiated with documentation from the vendor, a manufacturer, supplier, or government agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The County reserves the right to accept such changes or to give thirty days (30) notice of cancellation and rebid the agreement. Overall increases of greater than five percent from prior years will not be allowed without substantial justification.

20. TERMINATION OF CONTRACT:

WITH CAUSE: The County may immediately cancel this agreement with cause. Due cause for termination shall include, but not be limited to;

- Failure to deliver according to schedule or as promised.
- Failure to respond to technical questions in a satisfactory manner.
- Failure to perform work as directed by county staff
- Other reasons of unsatisfactory service.

WITHOUT CAUSE: Either the county or the vendor may, upon giving thirty (30) days written notice, terminate this contract with or without cause.

21. **PAYMENT PROCESS:** The contractor shall provide an itemized, original, monthly invoice to the Department of Public Works. Payment will be made after invoices are received, approved by the staff overseeing the work and the department has processed the payment. All work will be inspected after completion and before payment is made. Payments will normally be made at the end of thirty days unless other terms are specifically offered by the vendor and accepted by the county.
22. **INSURANCE:** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under

conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Public Works Department
County Govt. Center, Rm 207
San Luis Obispo CA 93408

23. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by

a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

24. **NO FAXED** Bids will be accepted.
25. Return bid by May 7, 2013 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY
DEBBIE BELT, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

Traffic Data Collection

SCOPE OF AGREEMENT: The County of San Luis Obispo Department of Public Works is soliciting bids for the collection of traffic data on County maintained roads.

- a. Scope of Work: The work consists of furnishing all labor and materials to collect traffic data including directional volume and vehicle classification data for up to 160 locations per year for roads in the unincorporated areas of San Luis Obispo County. The list of county locations varies from year to year and will be finalized after a vendor is selected. The work shall be done in accordance with the following specifications.
- Data shall be collected for at least a week
 - Data shall be submitted to the County electronically in a Microsoft Excel or .pdf format.
 - Vendor is to provide traffic control as required and in accordance with the CaMUTCD. Traffic control is to include but not be limited to:
 - Warning signs before and after work area
 - Traffic cones around work area.
 - Certified flaggers at both end of work area where work interferes with vehicle travel or public safety.
 - All workers will be required to wear reflective clothing and personal protective gear while working.
 - No equipment is to be secured to privately owned fences or posts, or to utility poles without the consent of the owner.
- b. Payment:
- Payment will be for each completed count that has been reviewed and accepted by San Luis County.
 - The contractor shall provide an itemized invoice of the cost as the work is completed.
 - Payments for Additional Maintenance Requests shall be based upon the per count rate and at the total cost that is agreed to with the County prior to the work being performed.

Bid Item Number	Description	Number of Locations	Unit Price	Item Total
1	7 Day Directional County (with axel classification)	10	\$____.00	\$
2	7 Day directional volume count	150	\$____.00	\$
			Grand Total	\$

GRAND TOTAL: _____

Authorized Official Name (Print) _____

Authorized Official Title (Print) _____

Signature _____

Firm Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ FAX _____

Federal Taxpayer ID# _____

☐ Individual/Sole Proprietor

☐ Corporation

☐ Partnership

☐ Other

BIDS MUST BE RECEIVED BY 3:00 P.M., MAY 7, 2013 AND
WILL BE OPENED IN THE OFFICE OF THE GENERAL SERVICES AGENCY
Bid #3604-13